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Augenne Henlesser NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN

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## AMENDMENT TO OIL GAS AND MINERAL LEASE

State:

Texas

County:

**Tarrant** 

Lessor:

Loyd Wayne Burchfield appearing herein through Donna Jamerson,

his agent and Attorney-in-Fact under Power of Attorney dated

November 14, 2006 and recorded in Document No. 00027181, Volume

3015, Page 212, Deed Records, Kaufman County, Texas.

P.O. Box 533

Kemp, Texas 75143

Lessee:

XTO Energy Inc.

Effective Date: November 16, 2006

On November 16, 2006, Lessor, named above, executed and delivered to Lessee, named above, an Oil, Gas and Mineral Lease (the "Lease"), recorded as Tarrant County Clerk's Document No. D207012282 of the Official Public Records of Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

31.04 acres, more or less, being a part of the Joab Watson Survey, A-1632, and being those same lands more particularly described and recorded in Volume 6885, Page 1595, Deed Records, Tarrant County, Texas.

The Lease is recognized by Lessor as being in full force and effect. The Lease is presently owned by Lessee, named above. It is the desire of Lessor and Lessee to clarify the royalty provided for in Paragraph 3 of the Lease, and to amend the Lease as to the particular provision set out below.

For adequate consideration, Lessor and Lessee hereby amend the Lease by incorporating into it the following, as if originally contained in the Lease:

Anywhere the designation 1/4% appears in Paragraph 3 hereof, the same shall be deleted and the designation 1/4 shall be substituted therefore.

If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

For adequate consideration, Lessor grants, leases and lets to Lessee the Lands for the term provided in the Lease, as amended.

This Amendment may be executed in multiple counterparts. When executed, a counterpart shall be binding on the party signing it, regardless of whether all parties execute this Amendment.

This Amendment is signed by Lessor as of the date of the acknowledgment of signature, but is effective for all purposes as of the Effective Date stated above.

LESSOR:

Loyd Wayne Burchfield

Donna Jamerson, Agent and Attorney-in-Fact

THE STATE OF TEXAS

8

COUNTY OF Kaufman 8

This instrument was acknowledged before me on the Adriday of 2009, by Donna Jamerson as Agent and Attorney-in-Fact for Loyd Wayne Burchfield.

ERIC JESUS SANCHEZ
Notary Public, State of Texas
My Commission Expires
August 22, 2012

Notary Public in and for the State of Texas